Workday Business Associate Exhibit
Frequently Asked Questions

Workday, as a software-as-a-service provider, offers our customers the benefits of a one-to-many approach: each service is delivered using the same release of the software, and operates in accordance with the same security and privacy rules for *all* customers. Workday's business associate exhibit (the "Exhibit") relies on this one-to-many model, offering all customers the same terms to meet their HIPAA obligations.

The Exhibit meets the requirements for a Business Associate contract, as laid out in the HIPAA Rules, but also is designed to be flexible to fit with the many different services we offer our customers, by incorporating certain specific terms for each service. For example, the HIPAA Rules require covered entities and business associates to sign contracts that specify the business associate's permissible uses and disclosures of protected health information, based on the activities or services it is providing to the covered entity. Those uses and disclosures will depend on which Workday services a customer subscribes to. Therefore, the Exhibit limits Workday's uses and disclosures of PHI to those uses and disclosures set forth in the applicable service terms.

Below is a chart to assist customers when reviewing Workday's Business Associate Exhibit. The chart sets out the required elements of a Business Associate contract and a reference to the applicable portion of Workday's Business Associate Exhibit. These FAQs and this chart are for information purposes only and do not form part of the contract.

HIPAA-Required Business Associate Contract Provisions		Exhibit Section
45 C.F.R. §164.504(e)(2)(ii)(A)	Business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law.	Section 2.2
45 C.F.R. §164.504(e)(2)(ii)(B)	Business associate will use appropriate safeguards and comply, where applicable, with subpart C of this part with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by its contract.	Section 2.3
45 C.F.R. §164.504(e)(2)(ii)(C)	Business associate will report to the covered entity any use or disclosure of the information not provided for by its contract of which it becomes aware, including breaches of unsecured protected health information.	Section 2.4
45 C.F.R. §164.504(e)(2)(ii)(D)	Business associate will ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate with respect to appropriately safeguarding such information.	Section 2.5

HIPAA-Required Business Associate Contract Provisions		Exhibit Section
45 C.F.R. §164.504(e)(2)(ii)(E)	Business associate will make available protected health information in accordance with §164.524.	Section 2.6
45 C.F.R. §164.504(e)(2)(ii)(F)	Business associate will make available protected health information for amendment and incorporate any amendments to protected health information in accordance with §164.526.	Section 2.6
45 C.F.R. §164.504(e)(2)(ii)(G)	Business associate will make available the information required to provide an accounting of disclosures in accordance with §164.528.	Section 2.7
45 C.F.R. §164.504(e)(2)(ii)(H)	To the extent the business associate is to carry out a covered entity's obligation under this subpart, business associate will comply with the requirements of this subpart that apply to the covered entity in the performance of such obligation.	Section 2.8
45 C.F.R. §164.504(e)(2)(ii)(I)	Business associate will make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the covered entity available to the Secretary for purposes of determining the covered entity's compliance with this subpart.	Section 2.9
45 C.F.R. §164.504(e)(2)(ii)(J)	At termination of the contract, if feasible, business associate will return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity.	Section 5.3
45 C.F.R. §164.504(e)(2)(iii)	Business associate will authorize termination of the contract by the covered entity if the business associate violates a material term of the contract.	Section 5.2

Business Associate Exhibit

This Business Associate Exhibit (this "***Exhibit***") is by and between **Customer** *(or* "***Covered Entity***") and **Workday** (on behalf of its Affiliates, collectively, "***Workday***" or "***Business Associate***") and is part of the Service Arrangement between the parties. Covered Entity and Business Associate are individually referred to as a "**Party**" and collectively as the "**Parties**."

To perform its obligations under the Service Arrangement, Workday may receive, maintain or transmit PHI from, or on behalf of Customer, that is subject to protection under the HIPAA Rules. The purpose of this Exhibit is to facilitate the Parties' compliance with the requirements of the HIPAA Rules, as applicable, when Workday is acting as Customer's Business Associate (as the term is defined in the HIPAA Rules). This Exhibit applies only to the extent that Workday is acting as Customer's Business Associate.

1. Definitions.

The following terms have the meaning indicated below. Capitalized terms used in this Exhibit, but not otherwise defined, shall have the same meaning as those terms in the HIPAA Rules

Affiliate*:* has the same definition as provided in the Service Arrangement.

HIPAA Rules: the administrative simplification provision of the United States Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations, including the Privacy Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & E], the Security Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & C], and the Breach Notification Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & D].

Protected Health Information *("**PHI**")*: Service Data that is "Protected Health Information" under 45 C.F.R. §160.103.

Covered Service: Workday-offered products, applications and services as described in the Service Arrangement and subscribed to by Covered Entity.

Service Arrangement*:* The applicable agreement between the Parties (including, but not limited to, any data processing terms, order forms or service descriptions) under which Business Associate provides a Covered Service to Covered Entity.

Service Data: the electronic data or information submitted by Covered Entity or its authorized users to the Covered Service, as set out in the Service Arrangement.

Unsuccessful Security Incident: any attempts of bypassing the Business Associate's security system including, but not limited to, pings, password-based attacks, unsuccessful log-on attempts and other attacks on Business Associate's firewall, so long as no such incident results in actual or reasonably suspected unauthorized access, Use or Disclosure of PHI.

2. Obligations of Business Associate.

2.1 Business Associate Obligations Conditioned on Appropriate Use of Covered Service. Workday does not act as a Business Associate (as the term is defined in the HIPAA Rules) and has no obligation under this Exhibit for any Covered Service where the Service Arrangement prohibits uploading, transmitting, transferring, contributing or in any other way entering PHI into that Covered Service.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Exhibit and the Service Arrangement, or as Required by Law.

2.3 Safeguards. Business Associate agrees to use appropriate safeguards designed to prevent Use or Disclosure of the PHI other than as provided for by this Exhibit. Business Associate agrees to implement

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI as required by the Security Rule.

2.4 Reporting. Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by the Service Arrangement of which it becomes aware, including Breaches of Unsecured PHI and Security Incidents, as set forth below.

(A) *Reporting of Unauthorized Uses or Disclosures and Security Incidents*: Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by the Service Arrangement of which Business Associate becomes aware, and Security Incidents of which Business Associate becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents.

(B) *Reporting of Breaches*: Business Associate will notify Covered Entity of any Breaches of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. §164.410. If Business Associate determines there has been a Breach resulting in unauthorized access to Unsecured PHI, it will notify Covered Entity in accordance with the provisions related to Security Breach in the Service Arrangement. If applicable and to the extent known to Business Associate, the notification will include or will be updated as soon as reasonably practicable but no later than thirty (30) calendar days after discovery, to include the following:

(i) The identification of each Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, Used, or Disclosed during the Breach;

(ii) A description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(iii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, social security number, date of birth, claims or health care services information, etc.);

(iv) Any steps Business Associate believes Covered Entity should inform individuals to take to protect themselves from potential harm resulting from the Breach;

(v) Identification of an individual who can provide additional information concerning the Breach; and

(vi) A brief description of the steps the Business Associate is taking to investigate the Breach, to mitigate harm to individuals, and to protect against further breaches.

(C) *Liability*: Business Associate's fulfillment of the reporting obligations set forth in this section may not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

2.5 Use of Subcontractors and Agents. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate enters into a written agreement with Business Associate requiring that the Subcontractor abide by no less protective terms than those provided in this Exhibit to safeguard the PHI in compliance with the applicable provisions of the HIPAA Rules.

2.6 Access and Amendment to PHI in a Designated Record Set. To the extent PHI entered into the Covered Service by Covered Entity constitutes a Designated Record Set, Business Associate will make PHI available to Covered Entity as provided in the Service Arrangement so Covered Entity can fulfill its obligations under 45 C.F.R. §164.524 (access) and 45 C.F.R. §164.526 (amendment). Accordingly, all Individuals who request access to or amendment of their PHI directly from Business Associate will be redirected to Covered Entity's system administrator, and Covered Entity shall be responsible for responding to the Individual in accordance with the applicable requirements.

2.7 Accounting of Disclosures. Business Associate will maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. For the avoidance of doubt, unless specified otherwise in the Service Arrangement, Business Associate provides the Covered Service to Covered Entity for Covered Entity's Health Care Operations, and Disclosures permitted under the Service Arrangement and this Exhibit to provide the Covered Service are not subject to an Accounting of Disclosures. All Individuals who request an Accounting of Disclosures of their PHI directly from Business Associate will be redirected to Covered Entity's system administrator.

2.8 Carrying Out Covered Entity Obligations. Generally, providing the Covered Service does not require that Business Associate carry out any of Covered Entity's obligations under the Privacy Rule. To the extent the Service Arrangement does require Business Associate to carry out such an obligation of Covered Entity, Business Associate will comply with the Privacy Rule requirements applicable to performance of that obligation.

2.9 Availability of Internal Practices, Books, and Records. Business Associate agrees to make internal practices, books, and records, relating to the Use, Disclosure and safeguarding of PHI available to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and Confidential Information.

3. Permitted Uses and Disclosures by Business Associate.

3.1 Performance of Services. Except as otherwise limited in this Exhibit, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement.

3.2 Proper Management and Administration. Except as otherwise limited in this Exhibit or the Service Arrangement, Business Associate may Use or Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Data Aggregation. Where authorized by Covered Entity under the Service Arrangement, Business Associate may use PHI to provide Data Aggregation services as permitted by 45 CFR §164.504(e)(2)(i)(B) and the Service Arrangement.

3.4 De-Identification. Where authorized by Covered Entity under the Service Arrangement, Business Associate may use PHI to de-identify the information in accordance with 45 CFR §164.514(a)-(c) and the Service Arrangement.

4. Obligations of Covered Entity.

4.1 Safeguards. Covered Entity is responsible for implementing appropriate privacy and security safeguards, including, without limitation, the privacy and security safeguards required of Covered Entity under the Service Arrangement, in order to protect its PHI in accordance with the HIPAA Rules.

4.2 Permissions. Covered Entity is responsible for obtaining and will obtain all consents, authorizations and/or any other legal permissions that are required by law for the Disclosure of PHI to Business Associate prior to transferring or Disclosing such PHI to Business Associate.

4.3 Impermissible Requests. Covered Entity shall not request or cause Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered

Entity, provided that, to the extent permitted by the Service Arrangement and this Exhibit, Business Associate may Use or Disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

4.4 Prohibited PHI in a Covered Service. Covered Entity shall not upload, transmit, transfer, contribute or in any other way enter PHI into a Covered Service if doing so is prohibited by the Service Arrangement.

5. Term and Termination.

5.1 Term of Exhibit. The Term of this Exhibit shall begin as of the Effective Date of the Service Arrangement and shall terminate simultaneously and automatically at the latter of (i) the termination of the Service Arrangement or, (ii) when all PHI is deleted from Business Associate's systems.

5.2 Termination for Breach or Default of Obligation. Either Party may terminate this Exhibit and the Service Arrangement in the event of a material breach or default of any obligation of this Exhibit that is not cured within thirty (30) calendar days of written notice of such breach or default or as provided for in the Service Arrangement.

5.3 Retrieval of PHI or Retention when Return or Destruction of PHI is Infeasible. Upon termination of the Service Arrangement, Business Associate shall allow Covered Entity to retrieve PHI in accordance with the terms for retrieving Service Data under the Service Arrangement. After the contractually agreed upon period for Covered Entity to retrieve the Service Data has expired, Business Associate will have no obligation to maintain or provide PHI and will thereafter, unless legally prohibited, delete all PHI. For so long as Business Associate maintains PHI, it shall extend the protections of this Exhibit to all PHI and limit further Uses and Disclosures of such PHI to those purposes that make the deletion infeasible.

6. Miscellaneous.

6.1 Amendments. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

6.2 Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the HIPAA Rules.

6.3 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.4 Third Party Beneficiaries. Nothing express or implied in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever except as otherwise expressly stated in the Service Arrangement and this Exhibit.

6.5 Severability. Should any provision of this Exhibit be found invalid or unenforceable, it shall be deemed severable and the balance of the Exhibit shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

6.6 Notice to Parties. All notices required hereunder shall be made in accordance with the Service Arrangement.

6.7 Primacy. To the extent that the terms of this Exhibit and the terms of the Service Arrangement are in conflict, the terms of this Exhibit shall prevail regarding PHI.

6.8 Limitation of Liability. The parties understand and agree that any breach of this Exhibit is subject to the aggregate limitation of liability and exclusion of damages set forth in the Service Arrangement between the parties. A breach of this Exhibit does not give rise to any separate or additional liability provision.